

890118

MEMORANDUM OF ACCORD

Recommendations of the Mayor of Berkeley

and the Chancellor of the University of California at Berkeley

INSTITUTE OF GOVERNMENTAL
STUDIES LIBRARY

NOV 13 1989

UNIVERSITY OF CALIFORNIA

This is a political and personal document of Mayor Loni Hancock and Chancellor Ira Michael Heyman. It is political in that as leaders of the City of Berkeley and the Berkeley Campus we recognize that harmony and cooperation between the City and the Campus are essential to the efficient solution of shared problems. It is personal in that we recognize that we are not empowered to bind our principals — the City Council and the Regents. We can, however, agree to work towards the following resolutions of problems that impact both the City and the Campus. Some of these problems have surfaced in the consideration of the Campus' Long Range Development Plan. Other problems covered by this document are unconnected to the Long Range Development Plan, but are currently recognized as of mutual concern. With respect to all of these problems each of us agrees that where needed each will seek the formal agreement of our principals in a timely fashion. No doubt the future will disclose as yet unknown problems that will need cooperative solutions and we pledge to continue candid discussions with each other as the occasion requires.

People's Park

We agree that People's Park should be retained as open space with a portion of the space developed and maintained by the University for informal recreational use (e.g., volleyball and basketball) by students and other members of the community. The University will lease the other portion, or portions, to the City for the nominal rent of \$1 per year for a period to be determined. The City's portion of the Park will be developed and maintained by the City as park subject to the restrictions that are applicable to other parks in the City. The specific allocation of space is subject to future discussion and negotiation. Our present view is that it might entail a division of the property with the City's use on one side and the University's on the other or, in the alternative, a division under which the University's recreational uses are located in the

middle with the City's park activities located on either side. With respect to the term of the lease, our present view is that a variety of approaches might be acceptable, with the most desirable entailing a five-year lease subject to an option on the part of the City for renewal. We contemplate an extension of the lease agreement in the event that the terms of the lease are met. The specific terms and conditions of the lease are to be negotiated through the usual administrative procedures.

Provisions for the Homeless

We agree that the City and the Campus will together attempt to create a new multi-service facility for the homeless to be administered by the City on a site held by the University in southwest Berkeley. The Campus pledges to raise from private sources \$250,000 and the City will contribute \$500,000 towards the construction of such a facility.

The Campus will continue providing a site to the City on Harrison Street in northwest Berkeley for a facility that serves homeless people. The City will cooperate with the Campus if a relocation of the Harrison Street facility to some other section of the site becomes necessary as a part of a plan developing properties in that area. The Campus will lease to the City for \$1 per year a portion of the property at 2427 Dwight Way for a three-year period on terms to be negotiated, and the City will cooperate with the Campus in relocating the Cafe currently operated by the Catholic Workers at People's Park to that site. For the next three years the Campus will also assign the equivalent of one U.C. staff person to work with the City and community on homeless issues and services.

In addition, the Campus will withdraw from any attempt to renovate the Berkeley Inn for student housing purposes and will support a City sponsored project for low income housing at that site. If any portion of the Berkeley Inn project will be developed for commercial uses, the City will give the Campus preference as a commercial tenant in accordance with lease terms that reflect City use regulations.

Police and Fire Services

The campus will continue to operate its own police department with primary responsibility for policing Campus properties and will increase its size if new student residence halls or other off-Campus facilities require it and will assign the equivalent of 10 officers to work on joint projects with the City in areas proximate to the Campus. The City will assign adequate City police to manage problems in the Southside and other areas around the Campus. As to fire services, we agree that the City will continue to provide the same response and general services to Campus properties as it does to other property in the City at all times; the Campus will continue to buy the City needed specialized and hazardous response fire equipment and to provide training to City fire personnel needed to service special needs of the University. The Campus will coordinate Campus policies, programs, and design guidelines related to fire safety with City staff.

Traffic and Parking

We agree that the City and Campus will work together to reduce traffic as much as possible by shifting travel to the Campus from single occupant autos to carpools, vanpools, and public transit. The Campus will continue meeting the parking needs of those who must drive to Campus in Campus lots on and around the Campus and in satellite locations with the initial satellite lot and shuttle service to be available by the fall of 1990. The City will continue to help fund the Berkeley TRiP Program and participate in the Campus operated satellite parking program. The City will cooperate with the Campus on the construction of mutually agreed upon new satellite parking facilities.

Sewers

We agree that the Campus annually will pay \$100,000 to the City for current sewer services and an additional \$250,000 per year as the Campus' fair share of the marginal capital cost of new sewer improvements needed to accommodate new Campus projects in accordance with state law. We agree that the Campus will upgrade the on-

Campus sewer system as needed and the City will coordinate the City sewer system improvement programs with Campus development schedules. We agree to negotiate through the usual administrative mechanisms reasonable hookup fees for all Campus projects including \$200 per unit of student housing.

Housing

We agree that development of new student housing is needed; that new housing should be designed to enhance the safety, appearance and functioning of the neighborhoods where it is located; that retail ground floor uses may be appropriate in some structures; that zoning regulations and permit procedures should encourage private sector development of housing to meet Campus needs. Further we agree that the Campus will review with the appropriate City committees proposed off-Campus housing projects and that we will establish a joint University-City Committee to study the Southside area and the south Shattuck corridor and to advise campus on ways to maximize the benefits of student housing for both the University and the City. The University will pay the City an appropriate fee for such services as are normally provided by the University to off-Campus housing projects. We also agree to work together to retain existing private sector housing for student use.

Construction

We agree that each Campus construction project undertaken by the University shall be reviewed for advice with appropriate City staff regarding design and construction issues such as fire, site access, underground utilities, traffic and sewers; that the Campus will reimburse the City for construction damage to City streets if the City has a policy for such reimbursement applicable to all development projects; that the Campus will limit construction-generated noise to appropriate hours and decibels and coordinate with the City on acceptable routes for construction vehicles to and from the Campus. For its part, the City will work with Campus contractors to provide, on a timely basis, reasonable and necessary

permits when legally required and will in general cooperate with Campus staff, consultants and contractors to facilitate economic construction of projects.

Economic Development

We agree to explore mixed use projects on University property in or near the downtown area to meet both City and Campus needs and the Campus will seek to locate off-Campus development to enhance economic activity of the City consistent with City goals. To the extent consistent with University policy and law, the Campus will select construction contractors who agree to use the City's First Source Hiring Program with Campus procedures for filling non-academic entry level positions on Campus. The Campus will also continue to target Campus expenditures toward minority and women-owned businesses and to provide job training and opportunities for Berkeley youth.

Landmarks

Recognizing the importance of preserving our history, we agree to balance landmark issues in relation to other goals and objectives and to minimize adverse impacts on designate landmarks as much as reasonably possible.

Population

We agree that the Campus will monitor and report to the City annually on its student and staff population and that the Campus will seek to reduce student enrollment by about 1100 by the year 2005, and in no year between now and then maintain a total Campus student population in excess of 31,200.

Ira Michael Heyman
Chancellor

Loni Hancock
Mayor

Oct. 30, 1989

U.C. BERKELEY LIBRARIES



C124901001